

EXHIBIT B

Certification of Thomas W. Ladd

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

WOLLMUTH MAHER & DEUTSCH LLP

Paul R. DeFilippo, Esq.
500 Fifth Avenue
New York, New York 10110
Telephone: (212) 382-3300
Facsimile: (212) 382-0050
pdefilippo@wmd-law.com

McCARTER & ENGLISH LLP

Thomas W. Ladd, Esq. (Bar No. 022631986)
John C. Garde, Esq. (Bar No. 014171986)
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Telephone: (973) 622-4444
Facsimile: (973) 624-7070
tladd@mccarter.com
jgarde@mccarter.com

ATTORNEYS FOR DEBTOR

In re:

LTL MANAGEMENT LLC,⁶

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

CERTIFICATION OF THOMAS W. LADD

THOMAS W. LADD, under penalty of perjury, certifies as follows:

1. I am a partner with the law firm of McCarter & English, LLP (“M&E”). I make this certification in accordance with the Local Rules of the United States Bankruptcy Court of New Jersey (the “Local Rules”) regarding the contents of applications for compensation and expenses.

⁶ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

2. I have read the *First and Final Fee Application of M&E for Allowance of Compensation for Services Rendered and Reimbursement of Expenses as Special Insurance Counsel and New Jersey Talc Mesothelioma Counsel to the Debtor for the Period from April 5, 2023 through August 11, 2023* (the “Application”)⁷ and the Prior Monthly Fee Applications.

Disclosures Pursuant to the U.S. Trustee Guidelines

3. Pursuant to section C5 of the Guidelines, M&E makes the following statements:

Question 1: Did M&E agree to any variations from, or alternatives to, M&E’s standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the Compensation Period? If so, please explain.

Answer: No.

Question 2: If the fees sought in the Application as compared to the fees budgeted for the Compensation Period are higher by 10% or more, did M&E discuss the reasons for the variation with the client?

Answer: Not applicable.

Question 3: Have any of the professionals included in the Application varied their hourly rate based on geographic location of the bankruptcy case?

Answer: No.

Question 4: Does the Application include time or fees related to reviewing or revising time records or preparing, reviewing or revising invoices?

Answer: Except as previously disclosed in the Prior Monthly Fee Applications, this Application does not include any time or fees related to reviewing, revising or preparing invoices.

Question 5: Does the Application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify hours and fees.

Answer: No.

⁷ Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

Question 6: Does the Application include any rate increases since M&E's retention in these cases?

Answer: No.

4. In accordance with 18 U.S.C. § 155 and the Local Rules, neither I nor any employee of M&E has entered into any agreement, written or oral, express or implied, with the Debtor, any creditor, or any other party in interest, or any attorney of such person, for the purpose of fixing the amount of any of the fees or other compensation to be allowed out of or paid from the assets of the Debtor.

5. In accordance with section 504 of the Bankruptcy Code, no agreement or understanding exists between me, M&E or any employee thereof, on the one hand, and any other person, on the other hand, for the division of such compensation as M&E may receive from the Court herein, nor will any division of fees prohibited by section 504 of the Bankruptcy Code be made by me, or any employee of M&E.

6. I have reviewed the requirements of the Compensation Order, the Guidelines, the Local Rules and the Dismissal Order, and I believe this Application complies therewith.

I certify, under penalty of perjury, that the foregoing statements made by me are true and correct, to the best of my knowledge, information, and belief.

Dated: September 8, 2023

/s/ Thomas W. Ladd
Thomas W. Ladd